

### **III. REMARKS**

#### **Amendments to the Claims**

Claims 1-16 were pending in the present application. Claims 1-16 are canceled. New claim 17 is added. Consideration of the new claim is respectfully requested.

In this Amendment, Applicants have cancelled claims 1-16 from further consideration in this application. Applicants are not conceding that the subject matter encompassed by claims 1-16, prior to cancellation, is not patentable over the art cited by the Examiner. Claims 1-16 were cancelled in this Amendment solely to facilitate expeditious prosecution of new claim 17. Applicant respectfully reserves the right to pursue claims including the subject matter encompassed by cancelled claims 1-16, and additional claims in one or more continuing applications.

#### **Claim Rejections - 35 U.S.C. § 102, Anticipation**

Claims 1-4 and 16 stand rejected under 35 U.S.C. § 102(b) as being anticipated by Todd (US 6,510,429). In light of the present cancellation of claims 1-4 and 16, these rejections are now moot.

#### **Claim Rejections - 35 U.S.C. § 103, Obviousness**

Claims 5-6 and 10-15 stand rejected under 35 U.S.C. § 103(a) as being obvious over Todd in view of Wang (US 2003/0227894) in further view of Montero (US 2003/0120720). In light of the present cancellation of claims 5-6 and 10-15, these rejections are now moot.

Claims 7-9 stand rejected under 35 U.S.C. § 103(a) as being obvious over Todd in view of Cabrera (US 2003/0229674). In light of the present cancellation of claims 7-9, these rejections are now moot.

### **Discussion of New Claim 17**

#### **Examiner Interview**

On April 7, 2008, applicant's attorney had a telephone interview with the examiner and his supervisor (collectively, "the examiner"). The examiner did not find a specific reference in Wang or Monero for an arbitrary selection. The examiner stated that if the same references were cited in response to the amendment, he would call and provide an opportunity for further amendment prior to issuance of an office action.

#### **Arguments**

In the rejection of presently cancelled claim 5, the Examiner states that "Todd does not disclose 'wherein the subscription dispatcher further comprises instructions for choosing one subscriber out of a plurality of subscribers sharing a subscription to receive a message wherein such instructions are arbitrary.'" Office Action p. 5. Applicant agrees that Todd does not teach this feature. Although the Examiner alleges that presently cancelled claim 5 was obvious over Todd in view of Wang in further view of Montero, the Examiner did not specifically cite any portion of those references as teaching "wherein such instructions are arbitrary." 37 C.F.R. § 1.104(c)(2) provides:

In rejecting claims for ... obviousness, the examiner must cite the best references at his or her command. When a reference ... shows or describes inventions other

than that claimed by the applicant, the particular part relied on must be designated as nearly as practicable. The pertinence of each reference, if not apparent, must be clearly explained and each rejected claim specified.

New claim 17 recites “wherein said selection of only one of the plurality of subscribers is an arbitrary selection.” Although this feature is not the same as the feature of “wherein such instructions are arbitrary,” to any extent that the Examiner alleges that Wang or Monero teaches this feature of claim 17, and in the interest of furthering the Office’s policy of compact prosecution, Applicants respectfully request that the Examiner specifically designate as nearly as practicable the part of the reference(s) relied upon as teaching this feature of claim 17. (See Examiner Interview summary above.)

On page 6 of the Office Action, the Examiner cites Wang (par. [0022], lines 9-12) as teaching promoting and demoting the deployment of published messages. First, Applicants note that par. [0022] of Wang only discusses promoting and demoting the deployment of applications, not promoting/demoting published messages. This portion of Wang is concerned with the availability of applications, which is not the same as promoting/demoting published messages because the availability of an application is the readiness of an application to handle and process requests. Altering application availability does not cause a message to be delivered to fewer than all of the subscribers of a subscription.

Second, even assuming *arguendo* that Wang does teach promoting/demoting published messages, this is not the same as delivering a message to fewer than all of the subscribers of a subscription. The Examiner has not shown that “promoting” or “demoting” deployment of a message would involve delivering that message to fewer than all of the subscribers of a subscription. For at least these reasons, Wang at least does not teach “the subscription dispatcher

delivering the copy of the message to said one of the plurality of subscribers and not to any other subscriber of the plurality of subscribers” as required by new claim 17.

Furthermore, the Examiner states that VASP 82 in Wang is a publisher. Office Action p. 6. However, Applicants define the term publisher as “the part of a computer program that sends messages to a topic.” Par. [0033], lines 1-2. The VASP 82 of Wang is a Value Added Service Provider, not a part of a computer program that sends messages to a topic.

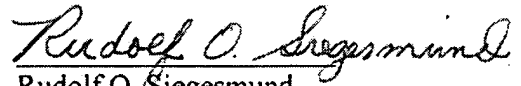
Additionally, Applicants note that Montero teaches sending a message to a single subscriber only when that subscriber is the only subscriber to a sub-topic. A sub-topic is still a topic. Claim 17 requires “a plurality of subscribers” being subscribed to a topic and “delivering [a] copy of the message” to only one subscriber out of the plurality of subscribers. Therefore, because Montero only teaches sending a message to only one subscriber when that subscriber is the only subscriber to a topic (“sub-topic” in Montero), Montero does not provide a method of delivering a message to only one subscriber of a topic, wherein the topic has a plurality of subscribers.

For at least the foregoing reasons, Applicants submit that references cited by the Examiner in the subject Office Action do not anticipate or render obvious new claim 17. Therefore, Applicants respectfully request that the claim be allowed.

**CONCLUSION**

Applicant submits that claim 17 is in condition for allowance.

Respectfully submitted,

A handwritten signature in cursive script, reading "Rudolf O. Siegesmund".

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